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Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 TYLER LAUBE,

17 Defendant.

No. SA CR 18-759 (A) -CJC

PLEA AGREEMENT FOR DEFENDANT
TYLER LAUBE

18
19 1. This constitutes the plea agreement between TYLER LAUBE
20 ("defendant") and the United States Attorney's Office for the Central
21 District of California (the "USAO") in the above-captioned case.
22 This agreement is limited to the USAO and cannot bind any other
23 federal, state, local, or foreign prosecuting, enforcement,
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,
28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single-count information in the
2 form attached to this agreement as Exhibit A or a substantially
3 similar form, which charges defendant with Interference with a
4 Federally Protected Right Without Bodily Injury, in violation of 18
5 U.S.C. § 245(b) (3).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest facts agreed to in this agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, move to dismiss the
27 underlying indictments as against defendant. Defendant agrees,
28 however, that at the time of sentencing the Court may consider any

1 dismissed charges in determining the applicable Sentencing Guidelines
2 range, the propriety and extent of any departure from that range, and
3 the sentence to be imposed.

4 d. At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offense up to
6 and including the time of sentencing, recommend a two-level reduction
7 in the applicable Sentencing Guidelines offense level, pursuant to
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
9 additional one-level reduction if available under that section.

10 NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of
12 the crime charged in the superseding information, that is,
13 Interference with a Federally Protected Right Without Bodily Injury,
14 in violation of Title 18, United States Code, Section 245(b) (3), the
15 following must be true: (1) defendant acted by force or threat of
16 force; (2) defendant willfully injured, intimidated, or interfered
17 with F.T.; (3) defendant acted during or incident to a riot or civil
18 disorder; and (4) F.T. was engaged in a business in commerce or
19 affecting commerce.

20 PENALTIES

21 5. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 245(b) (3), without bodily injury, is: one year of
24 imprisonment; a one-year period of supervised release; a fine of
25 \$100,000 or twice the gross gain or gross loss resulting from the
26 offense, whichever is greatest; and a mandatory special assessment of
27 \$100.

1 6. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

10 7. Defendant understands that, by pleading guilty, defendant
11 may be giving up valuable government benefits and valuable civic
12 rights, such as the right to vote, the right to possess a firearm,
13 the right to hold office, and the right to serve on a jury.
14 Defendant understands that the conviction in this case may also
15 subject defendant to various other collateral consequences, including
16 but not limited to revocation of probation, parole, or supervised
17 release in another case and suspension or revocation of a
18 professional license. Defendant understands that unanticipated
19 collateral consequences will not serve as grounds to withdraw
20 defendant's guilty plea.

21 8. Defendant understands that, if defendant is not a United
22 States citizen, the misdemeanor conviction in this case may subject
23 defendant to: removal, also known as deportation, which may, under
24 some circumstances, be mandatory; denial of citizenship; and denial
25 of admission to the United States in the future. The Court cannot,
26 and defendant's attorney also may not be able to, advise defendant
27 fully regarding the immigration consequences of the felony conviction
28 in this case. Defendant understands that unexpected immigration

1 consequences will not serve as grounds to withdraw defendant's guilty
2 plea.

3 FACTUAL BASIS

4 9. Defendant admits that defendant is, in fact, guilty of the
5 offense to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a plea of
8 guilty to the charge described in this agreement and to establish the
9 Sentencing Guidelines factors set forth in paragraph 11 below but is
10 not meant to be a complete recitation of all facts relevant to the
11 underlying criminal conduct or all facts known to either party that
12 relate to that conduct.

13 Between January and April 2017, defendant associated with
14 individuals involved in an organization originally known as the "DIY
15 Division," that was later re-branded as the "Rise Above Movement" or
16 "RAM." RAM represented itself as a combat-ready, militant group of a
17 new nationalist white supremacy and identity movement. RAM regularly
18 held hand-to-hand and other combat training for RAM members and
19 associates, which were organized through text messages and phone
20 calls, to prepare to engage in violent confrontations with protestors
21 and other individuals at political rallies. On March 15, 2017,
22 defendant attended one such combat training event in San Clemente,
23 California.

24 On March 25, 2017, defendant, along with several of his
25 associates, attended a political rally in Huntington Beach,
26 California organized by supporters of then President Donald Trump.
27 At that event, a riot ensued during which defendant and his
28 associates assaulted counter-protestors and other persons. During

1 the riot, defendant intentionally and willfully intimidated and
2 interfered with F.T. by punching him several times in the head and
3 body, but without causing bodily injury. At the time of the assault,
4 F.T. was engaged in a business affecting interstate commerce, namely
5 working as a journalist for a newspaper publication to report on the
6 political rally.

7 SENTENCING FACTORS

8 10. Defendant understands that in determining defendant's
9 sentence the Court is required to calculate the applicable Sentencing
10 Guidelines range and to consider that range, possible departures
11 under the Sentencing Guidelines, and the other sentencing factors set
12 forth in 18 U.S.C. § 3553(a). Defendant understands that the
13 Sentencing Guidelines are advisory only, that defendant cannot have
14 any expectation of receiving a sentence within the calculated
15 Sentencing Guidelines range, and that after considering the
16 Sentencing Guidelines and the other § 3553(a) factors, the Court will
17 be free to exercise its discretion to impose any sentence it finds
18 appropriate up to the maximum set by statute for the crime of
19 conviction.

20 11. Defendant and the USAO agree to the following applicable
21 Sentencing Guidelines factors:

22 Base Offense Level: 10 [U.S.S.G. §§ 2H1.1(a)(3)]

23 Defendant and the USAO reserve the right to argue that additional
24 specific offense characteristics, adjustments, and departures under
25 the Sentencing Guidelines are appropriate.

26 12. Defendant understands that there is no agreement as to
27 defendant's criminal history or criminal history category.

1 13. Defendant and the USAO reserve the right to argue for a
2 sentence outside the sentencing range established by the Sentencing
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 14. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.

9 b. The right to a speedy and public trial by jury.

10 c. The right to be represented by counsel -- and if
11 necessary have the Court appoint counsel -- at trial. Defendant
12 understands, however, that, defendant retains the right to be
13 represented by counsel -- and if necessary have the Court appoint
14 counsel -- at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant guilty
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

1 WAIVER OF APPEAL OF CONVICTION

2 15. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty plea was involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's conviction on the offense to which defendant is
6 pleading guilty. Defendant understands that this waiver includes,
7 but is not limited to, arguments that the statute to which defendant
8 is pleading guilty is unconstitutional, and any and all claims that
9 the statement of facts provided herein is insufficient to support
10 defendant's plea of guilty.

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 16. Defendant agrees that, provided the Court imposes a term of
13 imprisonment within or below the range corresponding to an offense
14 level of 13 and the criminal history category calculated by the
15 Court, defendant gives up the right to appeal all of the following:
16 (a) the procedures and calculations used to determine and impose any
17 portion of the sentence; (b) the term of imprisonment imposed by the
18 Court; (c) the fine imposed by the Court, provided it is within the
19 statutory maximum; (d) to the extent permitted by law, the
20 constitutionality or legality of defendant's sentence, provided it is
21 within the statutory maximum; (e) the term of probation or supervised
22 release imposed by the Court, provided it is within the statutory
23 maximum; and (g) any of the following conditions of probation or
24 supervised release imposed by the Court: the conditions set forth in
25 Second Amended General Order 20-04 of this Court; the drug testing
26 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
27 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

1 17. The USAO agrees that, provided (a) all portions of the
2 sentence are at or below the statutory maximum specified above and
3 (b) the Court imposes a term of imprisonment within or above the
4 range corresponding to an offense level of 13 and the criminal
5 history category calculated by the Court, the USAO gives up its right
6 to appeal any portion of the sentence.

7 WAIVER OF COLLATERAL ATTACK

8 18. Defendant also gives up any right to bring a post-
9 conviction collateral attack on the conviction or sentence, except a
10 post-conviction collateral attack based on a claim of ineffective
11 assistance of counsel. Defendant understands that this waiver
12 includes, but is not limited to, arguments that the statute to which
13 defendant is pleading guilty is unconstitutional, and any and all
14 claims that the statement of facts provided herein is insufficient to
15 support defendant's plea of guilty.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 19. Defendant agrees that if, after entering a guilty plea
18 pursuant to this agreement, defendant seeks to withdraw and succeeds
19 in withdrawing defendant's guilty plea on any basis other than a
20 claim and finding that entry into this plea agreement was
21 involuntary, then the USAO will be relieved of all of its obligations
22 under this agreement.

23 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

24 20. Defendant agrees that if the count of conviction is
25 vacated, reversed, or set aside, both the USAO and defendant will be
26 released from all their obligations under this agreement.

1 EFFECTIVE DATE OF AGREEMENT

2 21. This agreement is effective upon signature and execution of
3 all required certifications by defendant, defendant's counsel, and an
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 22. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered a guilty plea pursuant to this agreement, defendant will not
18 be able to withdraw the guilty plea, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 23. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the
2 extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from such
8 statements, shall be admissible against defendant in any such action
9 against defendant, and defendant waives and gives up any claim under
10 the United States Constitution, any statute, Rule 410 of the Federal
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, or any other federal rule, that the statements or any
13 evidence derived from the statements should be suppressed or are
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 24. Defendant understands that the Court and the United States
18 Probation and Pretrial Services Office are not parties to this
19 agreement and need not accept any of the USAO's sentencing
20 recommendations or the parties' agreements to facts or sentencing
21 factors.

22 25. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation and Pretrial Services Office and the
25 Court, (b) correct any and all factual misstatements relating to the
26 Court's Sentencing Guidelines calculations and determination of
27 sentence, and (c) argue on appeal and collateral review that the
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to
2 maintain its view that the calculations in paragraph 11 are
3 consistent with the facts of this case. While this paragraph permits
4 both the USAO and defendant to submit full and complete factual
5 information to the United States Probation and Pretrial Services
6 Office and the Court, even if that factual information may be viewed
7 as inconsistent with the facts agreed to in this agreement, this
8 paragraph does not affect defendant's and the USAO's obligations not
9 to contest the facts agreed to in this agreement.

10 26. Defendant understands that even if the Court ignores any
11 sentencing recommendation, finds facts or reaches conclusions
12 different from those agreed to, and/or imposes any sentence up to the
13 maximum established by statute, defendant cannot, for that reason,
14 withdraw defendant's guilty plea, and defendant will remain bound to
15 fulfill all defendant's obligations under this agreement. Defendant
16 understands that no one -- not the prosecutor, defendant's attorney,
17 or the Court -- can make a binding prediction or promise regarding
18 the sentence defendant will receive, except that it will be within
19 the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 27. Defendant understands that, except as set forth herein,
22 there are no promises, understandings, or agreements between the USAO
23 and defendant or defendant's attorney, and that no additional
24 promise, understanding, or agreement may be entered into unless in a
25 writing signed by all parties or on the record in court.
26
27
28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Solomon Kim

9/26/2023

SOLOMON KIM
KATHRYNNE SEIDEN
Assistant United States Attorneys

Date

TL
Tyler Laube (Sep 25, 2023 15:17 PDT)
TYLER LAUBE
Defendant

09/25/2023

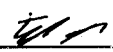
Date

John McNicholas
JOHN MCNICHOLAS
Attorney for Defendant TYLER LAUBE

9/25/23
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

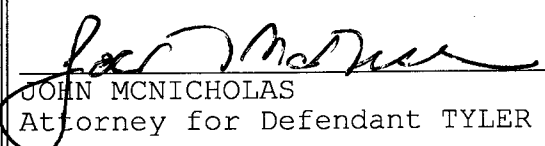

tyler Laube (Sep 25, 2023 15:17 PDT)TYLER LAUBE
Defendant

09/25/2023

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am TYLER LAUBE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.


JOHN MCNICHOLAS
Attorney for Defendant TYLER LAUBE

9/25/2023
Date